

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

CABLE ADDRESSES

CRAVATH, N. Y.

CRAVATH, PARIS

CRAVATH, LONDON E. C. 2

RECORDATION NO. 12439

NOV 26 1980 -9 05 AM

INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

November 25, 1980

ICC Washington, D. C.

Early & Daniel Industries, Inc.

Lease Financing Dated as of September 15, 1980

13% Conditional Sale Indebtedness

Due 1997-1999

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Early & Daniel Industries, Inc., for filing and recordation counterparts of the following documents:

(1) (a) Conditional Sale Agreement dated as of September 15, 1980, between North American Car Corporation and Exchange National Bank of Chicago, as Trustee; and

(b) Agreement and Assignment dated as of September 15, 1980, between North American Car Corporation and La Salle National Bank, as Agent.

(2) (a) Lease of Railroad Equipment dated as of September 15, 1980, between Early & Daniel Industries, Inc., and Exchange National Bank of Chicago, as Trustee; and

(b) Assignment of Lease, Reassignment of Sublease, Assignment of Guarantee Agreement and Agreement dated as

Counterpart Signing for 6 Documents
Eduardo J. Solis

next page

next page

RALPH L. McAFEE
HENRY W. DEKOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL

FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODY
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. BROWN
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. ROTH
PAUL C. SAUNDERS
MARTIN L. SENZEL
ALAN C. STEPHENSON
DOUGLAS D. BROADWATER
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
WILLIAM P. STUART
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER

COUNSEL
MAURICE T. MOORE
CARLYLE E. MAW

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ALBERT R. CONNELLY
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GEORGE B. TURNER
FRANK H. DETWEILER
GEORGE G. TYLER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON
WILLIAM B. MARSHALL
ROYALL VICTOR
ALLEN H. MERRILL

PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 1-606-1421
TELEX: 8814901

of September 15, 1980, between Exchange National Bank of Chicago, as Trustee, and La Salle National Bank, as Agent.

-D - (3)(a) Sublease of Railroad Equipment dated as of September 15, 1980, between Tidewater Grain Company and Early & Daniel Industries, Inc.; and

-E - (b) Assignment of Sublease and Agreement dated as of September 15, 1980, between Exchange National Bank of Chicago, as Trustee and Early & Daniel Industries, Inc.

The names and addresses of the parties to the aforementioned Agreements are as follows:

(1) Vendor-Assignee-Agent:

La Salle National Bank.
135 South La Salle Street,
Chicago, Illinois 60690.

(2) Trustee-Owner-Trustee:

Exchange National Bank of Chicago,
La Salle and Adams Streets,
Chicago, Illinois 60690.

(3) Builder-Vendor:

North American Car Corporation,
222 South Riverside Plaza,
Chicago, Illinois 60606.

(4) Lessee-Sublessor:

Early & Daniel Industries, Inc.,
70 Pine Street,
New York, N. Y. 10005

(5) Sublessee:

Tidewater Grain Company,
346 Public Ledger Building,
Independence Square,
Philadelphia, Pennsylvania 19106.

Please file and record the documents referred to

in this letter and index them under the names of the Vendor-Assignee-Agent, the Trustee-Owner-Trustee, the Builder-Vendor, the Lessee-Sublessor and the Sublessee.

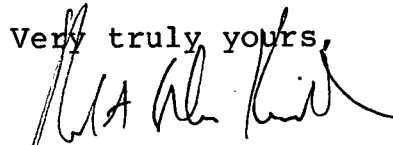
The equipment covered by the aforementioned documents consists of the following:

300 4,750 cubic-foot covered hopper cars, AAR
Mechanical Designation: LO, bearing identifying
numbers of the Lessee TWGX 2250-2549, both inclusive.

There is also enclosed a check for \$150 payable to the Interstate Commerce Commission, representing the fee for recording the Conditional Sale Agreement and related Agreement and Assignment (together constituting one document), the Lease of Railroad Equipment and related Assignment of Lease, Reassignment of Sublease, Assignment of Guarantee Agreement and Agreement (together constituting one document) and the Sublease of Railroad Equipment and related Assignment of Sublease (together constituting one document).

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,



Robert A. Kindler
As Agent for
Early & Daniel Industries, Inc.

Agatha L. Mergenovich, Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

NOV 26 1980 -9 05 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE, REASSIGNMENT OF SUBLEASE, ASSIGNMENT OF GUARANTEE AGREEMENT AND AGREEMENT dated as of September 15, 1980, ("Assignment"), by and between EXCHANGE NATIONAL BANK OF CHICAGO ("Owner-Trustee"), acting not in its individual capacity but solely as trustee under the Trust Agreement dated as of the date hereof with Republic National Leasing Corporation, and LaSalle National Bank ("Agent") as Agent for certain Investors under a Participation Agreement dated as of the date hereof ("Investors").

The Owner-Trustee is entering into a Conditional Sale Agreement dated as of the date hereof ("CSA") with North American Car Corporation ("NAC"), providing for the sale to the Owner-Trustee of such units of railroad equipment ("Units") described in the Annex thereto as are delivered to and accepted by the Owner-Trustee thereunder.

The Owner-Trustee and Early & Daniel Industries, Inc. ("Lessee"), have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease"), providing for the leasing by the Owner-Trustee to the Lessee of the Units.

The Lessee and Tidewater Grain Company ("Sublessee") have entered into a Sublease of Railroad Equipment dated as of the date hereof ("Sublease") providing for the leasing by the Lessee to the Sublessee of the Units.

The Lessee and the Owner-Trustee have entered into an Assignment of Sublease and Agreement dated as of the date hereof ("Sublease Assignment"), wherein the Lessee has assigned all its rights in, to and under the Sublease to the Owner-Trustee and the Sublessee has consented thereto under a Consent and Agreement.

The Owner-Trustee and North American Car Corporation ("Guarantor") have entered into a Guarantee Agreement dated as of the date hereof ("Guarantee Agreement") with respect to certain obligations of the Lessee under the Lease.

In order to provide security for the obligations of the Owner-Trustee under the CSA and as an inducement to

the Investors to invest in the CSA Indebtedness (as that term is defined in the CSA), the Owner-Trustee agrees to assign to the Agent for security purposes certain of the Owner-Trustee's rights in, to and under the Lease and the Guarantee Agreement and to reassign certain of the Owner-Trustee's rights in, to and under the Sublease Assignment.

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. The Owner-Trustee hereby assigns, transfers and sets over unto the Agent, as collateral security for the payment and performance of the obligations of the Owner-Trustee under the CSA, all the right, title and interest, powers, privileges, and other benefits of the Owner-Trustee under the Lease, the Guarantee Agreement and the Sublease Assignment, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Owner-Trustee from the Lessee or the Sublessee under or pursuant to the provisions of the Lease, the Guarantee Agreement or the Sublease Assignment whether as rent, casualty payment or liquidated damages, and the immediate right to receive and collect all amounts payable to or receivable by the Owner-Trustee under the Guarantee Agreement or otherwise, except for amounts payable directly to the Owner-Trustee (as Owner-Trustee or in its individual capacity) or to the Owner (as defined in the CSA) pursuant to § 6 or 9 of the Lease or the Sublease, including payments in respect thereof of the Guarantor pursuant to the Guarantee Agreement (such moneys being hereinafter called the Payments), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease or the Sublease, and to do any and all other things whatsoever which the Owner-Trustee is or may become entitled to do under the Lease, the Guarantee Agreement or the Sublease Assignment. In furtherance of the foregoing assignment, the Owner-Trustee hereby irrevocably authorizes and empowers the Agent in its own name, or in the name of its nominee, or in the name of the Owner-Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Owner-Trustee is or may become entitled under the Lease, the Guarantee Agreement or the Sublease Assignment, and to enforce compliance by the Lessee or the Guarantor as the case may be with all the terms and provisions thereof.

The Agent agrees to accept any Payments made by the Lessee, the Sublessee or the Guarantor for the account of the Owner-Trustee pursuant to the Lease, the Guarantee Agreement or the Sublease Assignment. To the extent received, the Agent will apply such Payments to satisfy the obligations of the Owner-Trustee under the CSA, and to provide for the payments required to be made by the Owner-Trustee pursuant to the final paragraph of § 10.1 of the Participation Agreement, and, so long as no Event of Default shall have occurred and be continuing under the CSA, any balance shall be paid to the Owner-Trustee on the same date such Payment is applied to satisfy such obligations of the Owner-Trustee, by check mailed to the Owner-Trustee on such date or, upon written request of the Owner-Trustee, by bank wire to the Owner-Trustee at such address as may be specified to the Agent in writing, and such balance shall be retained by the Owner-Trustee. If the Agent shall not receive any rental payment under the first paragraph of § 3 of the Lease when due, the Agent shall notify the Owner-Trustee at the address set forth in the Lease and the Guarantor at the address set forth in the Guarantee Agreement; provided, however, that the failure of the Agent so to notify the Owner-Trustee or the Guarantor shall not affect the obligations of the Owner-Trustee hereunder or under the CSA.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Agent to, or transfer, or pass, or in any way affect or modify the liability of the Owner-Trustee under the Lease or the Guarantee Agreement, or of the Lessee under the Sublease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner-Trustee to the Lessee or the Guarantor and the Lessee to the Sublessee shall be and remain enforceable by the Lessee, the Guarantor or the Sublessee, respectively, their successors and assigns, against, and only against, the Owner-Trustee, the Lessee or persons other than the Agent.

3. The Owner-Trustee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease, the Guarantee Agreement or the Sublease Assignment provides is to be performed by the Owner-Trustee; without the written consent of the Agent, the Owner-Trustee will not anticipate the rents under the Lease, or the Sublease Assignment, or waive, excuse, condone, forgive or in any manner release or discharge the

Lessee thereunder (or the Guarantor under the Guarantee Agreement) of or from the obligations, covenants, conditions and agreements to be performed by the Lessee or the Guarantor, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement amending, modifying or terminating the Lease, the Guarantee Agreement or the Sublease Assignment, and the Owner-Trustee agrees that any amendment, modification or termination thereof without such consent shall be void.

4. The Owner-Trustee does hereby constitute the Agent the true and lawful attorney of the Owner-Trustee, irrevocably, with full power (in the name of the Owner-Trustee, or otherwise), to ask, require, demand, receive and compound any and all Payments due and to become due under or arising out of the Lease, the Guarantee Agreement or the Sublease Assignment, to which the Owner-Trustee is or may become entitled, to enforce compliance by the Lessee or the Guarantor with all the terms and provisions of the Lease, the Guarantee Agreement or the Sublease Assignment, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which to the Agent may seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all sums due from the Owner-Trustee under the CSA, this Assignment and all rights herein assigned to the Agent shall terminate, and all estate, right, title and interest of the Agent in and to the Lease, the Guarantee Agreement and the Sublease Assignment shall revert to the Owner-Trustee.

6. The Owner-Trustee will pay and discharge any and all claims, liens, charges or security interests (other than those created by the CSA) on the Lease, the Guarantee Agreement and the Sublease Assignment or the rentals or other payments due or to become due thereunder claimed by any party from, through or under the Owner-Trustee, or its successors and assigns (other than the Agent or any successor trustee), not arising out of the transactions contemplated by the CSA, the Lease, the Guarantee Agreement or the Sublease Assignment (but including tax liens arising out of the receipt of the income and proceeds from the Units), which, if unpaid, might become a claim, lien, charge or security interest on or with respect to the Lease, the Guarantee Agreement or the Sublease Assignment, or such rentals or other payments

equal or superior to the interest therein of the Agent, unless the Owner-Trustee shall be contesting the same in good faith by appropriate proceedings in any reasonable manner and the nonpayment thereof does not, in the reasonable opinion of the Agent, adversely affect such interests of the Agent.

7. The Owner-Trustee will, from time to time, execute, acknowledge and deliver any and all further instruments required by law as reasonably requested by the Agent in order to confirm or further assure the interest of the Agent hereunder.

8. The Agent may assign all or any of the rights assigned to it hereby or arising under the Lease, the Guarantee Agreement and the Sublease Assignment, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Agent hereunder.

9. This Assignment shall be governed by the laws of the State of Illinois, but the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

10. The Owner-Trustee shall cause copies of all notices received in connection with the Lease, the Guarantee Agreement and the Sublease Assignment and all payments hereunder to be promptly delivered or made to the Agent at its address set forth in Article 21 of the CSA, or at such other address as the Agent shall designate.

11. The Agent hereby agrees with the Owner-Trustee that the Agent will not, so long as no Event of Default under the Lease, or event of default under the CSA has occurred and is continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Owner-Trustee to the Agent by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that, subject to the terms of the Lease, the Guarantee Agreement, the Sublease Assignment and the CSA, the Owner-Trustee may, so long as no event of default under the CSA or Event of Default under the Lease has occurred and is continuing, exercise or enforce, or seek to exercise or

enforce or avail itself of, such rights, powers, privileges, authorizations or benefits.

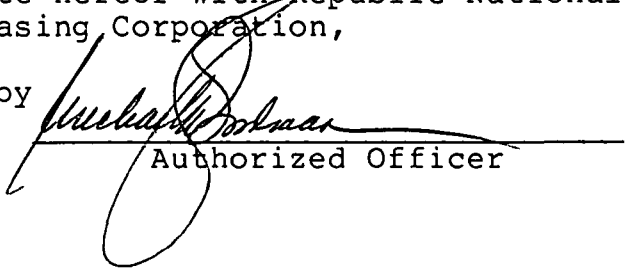
12. Notwithstanding any other provision of this Assignment (including, but not limited to, any provision of the first paragraph of Paragraph 1 and Paragraph 3 hereof) (a) the terms of this Assignment shall not impose any obligations on the Owner-Trustee in addition to the obligations of the Owner-Trustee under the Lease, the Guarantee Agreement, the Sublease Assignment, or under the CSA or in any way limit the effect of § 4.8 of Article 4 of the CSA or Article 22 of the CSA, and (b) so long as there is no event of default under the CSA, the terms of this Assignment shall not limit or in any way affect the right of the Owner-Trustee to receive and collect any Payments under the Lease, the Guarantee Agreement or the Sublease Assignment in excess of the obligations of the Owner-Trustee under the CSA, or empower the Agent in any way to waive or release the obligation of the Lessee, the Guarantor or the Sublessee to pay such excess amounts, and the Owner-Trustee shall continue to be empowered to ask, demand, sue for, collect and receive any and all of such excess amounts, and (c) each and all of the representations, undertakings, covenants, warranties and agreements herein made on the part of the Owner-Trustee are each and every one of them made and intended not as personal representations, undertakings, covenants, warranties and agreements by Exchange National Bank of Chicago or for the purpose or with the intention of binding said national association personally but are made and intended for the purpose of binding only the Trust Estate as such term is used in the Trust Agreement, and this Assignment is executed and delivered by the said national association solely in the exercise of its powers expressly conferred upon it as trustee under the Trust Agreement, and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said national association (except for wilful misconduct or gross negligence of the Owner Trustee), either expressed or implied, all such personal liability, if any, being expressly waived and released by the Agent and by all persons claiming by, through or under the Agent; provided, however, that the Agent or any person claiming by, through or under it, making claim hereunder, may look to said Trust Estate for satisfaction of the same.

IN WITNESS WHEREOF, the parties hereto have

caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

EXCHANGE NATIONAL BANK OF CHICAGO,
not in its individual capacity,
but solely as trustee under the
Trust Agreement dated as of the
date hereof with Republic National
Leasing Corporation,

by


Authorized Officer


[Corporate Seal]

Attest:


Authorized Officer

LA SALLE NATIONAL BANK,
as Agent,

by


Vice President

[Corporate Seal]

Attest:


Assistant Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *24th* day of *November* 1980, before me personally appeared JOSEPH W. LANG, to me personally known, who, being by me duly sworn, says that she is a Vice President of LA SALLE NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said national association and that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Patricia M. Kennedy
Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires August 24, 1982

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 24 day of Nov 1980, before me personally appeared **MICHAEL D. GOODMAN** to me personally known, who, being by me duly sworn, says that he is a Vice President of EXCHANGE NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national association and that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Frene M. Stone
Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires December 14, 1983

CONSENT AND AGREEMENT

The undersigned, EARLY & DANIEL INDUSTRIES, INC. ("Lessee"), the Lessee named in the Lease of Railroad Equipment ("Lease") referred to in the foregoing Assignment of Lease, Reassignment of Sublease and Agreement ("Lease Assignment"), hereby (a) acknowledges receipt of a copy of the Lease Assignment and (b) consents to all the terms and conditions of the Lease Assignment and agrees that:

(1) it will pay or cause to be paid all rentals, casualty payments, liquidated damages, indemnities (except for indemnities specifically excluded from the Lease Assignment) and other moneys provided for in the Lease (which moneys are hereinafter called the Payments) due and to become due under the Lease or otherwise in respect of the Units leased thereunder, directly to LA SALLE NATIONAL BANK, as Agent ("Agent"), the assignee named in the Lease Assignment, 135 South La Salle Street, Chicago, Illinois 60690, attention of Corporate Trust Department (or at such other address as may be furnished in writing to the Lessee by the Agent), the Lessee having no responsibility for the application by the Agent of the payments made by it hereunder;

(2) the Agent shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the Lessee under the Lease as though the Agent were named therein as the lessor;

(3) the Agent shall not, by virtue of the Lease Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Lease or otherwise; and

(4) the Lease shall not, without the prior written consent of the Agent, be terminated (except in accordance with its terms) or modified, nor shall any action be taken or omitted by the Lessee the taking or omission of which might result in an alteration or impairment of the Lease or the Lease Assignment or this Consent and Agreement or of any of the rights created by any thereof.

This Consent and Agreement, when accepted by the

Agent by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of Illinois and, for all purposes, shall be construed in accordance with the laws of said state.

EARLY & DANIEL INDUSTRIES, INC.,

by

[Seal]

Witness:

Robert H. Hall
Pres.

Charles J. Hall
Chairman

The foregoing Consent and Agreement is hereby accepted, as of September 15, 1980.

LA SALLE NATIONAL BANK,
as Agent,

by

Joseph A. Long
Vice President